

**THIRD AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
COMMON KNOWLEDGE GROUP**

THIS THIRD AMENDMENT TO THE AGREEMENT, entered into this 23rd day of July 2019, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Common Knowledge Group hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, the parties entered into an Agreement for the purpose of developing community engagement strategies to encourage local elected and appointed officials to support housing development on March 2, 2017, in the amount of \$99,860; and

WHEREAS, the parties first amended the Agreement to include customized community engagement support for a pilot with four cities as well as general support to the county-wide Home for All Learning Network; extending the term through December 31, 2018 and increasing the amount to \$299,425; and

WHEREAS, the parties wish to further amend the Agreement to continue the pilot projects in FY 2018-19, adding two new cities to the community engagement pilot program, extend the term through December 31, 2019 and increase the amount by \$191,000 to a new not to exceed amount of \$490,425; and

WHEREAS, the parties wish to further amend the Agreement to continue community engagement projects with new and existing cities and general support for the Home for All Learning Network through June 30, 2020 and increase the amount by \$106,623 to a new not to exceed amount of \$597,048.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Section 3 of the Agreement is amended to read as follows:
Payments: In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, Exhibit A1 (rev. 9/26/2017), Exhibit A2 (rev. 7/1/2018), and Exhibit A3 (rev. 7/1/2019) County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B3 (rev. 7/1/2018). County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no

event shall the County's total fiscal obligation under this Agreement exceed five hundred ninety seven thousand forty eight dollars (\$597,048). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this Agreement.

2. Section 4 of the Agreement is amended to read as follows:

Term: Subject to compliance with all terms and conditions, the term of this Agreement shall be from March 2, 2017 through June 30, 2020.

3. Exhibit A3 (rev. 7/1/2019) and Exhibit B3 (rev. 7/1/2019) are added to the Agreement:

See Exhibit A3 and Exhibit B3, attached.

4. **All other terms and conditions of the Agreement dated September 26, 2017, between the County and Contractor shall remain in full force and effect.**

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: COMMON KNOWLEDGE GROUP


Contractor Signature

7/11/19
Date

SUSAN.S. CLARK
Contractor Name (please print)

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board

Exhibit A3 (rev. 7/1/2019)

Additional Scope of Work

1. Contractor will provide customized community engagement support to the five new project cities of 2019 in a manner determined between the pilot city, the Home for All team, and Contractor. This work may include initial conversations with the selected cities, meeting planning and development of an outreach plan, supporting field pop-up outreach, participation in community conversations and debriefing and recommendations from the events. The Home for All team recognizes that the level of effort needed to support each city may vary based on the city demographics, engagement history and the issue under discussion among other factors. Home for All will work closely with Contractor to ensure that between Home for All and Contractor, the pilot cities receive all the support they need to be successful.
2. Contractor will assist Home for All with the presentation and preparation for three Learning Network meetings scheduled for the remaining months of 2019.
3. Contractor may provide direct support to past four community engagement pilot project cities. This work may include but not be limited to ongoing communications support and support for continuing engagement with residents, community partners and stakeholder groups.
4. Contractor may provide support with developing communications and materials about the community engagement program such as updates to the resource manual, website, Home for All Convenings, and related events such as facilitator trainings.
5. Contractor will participate in bi-weekly check-in meetings with the Home for All team to track project work and budget status.
6. Contractor will cover staff travel expenses and provide supplies as needed.

Exhibit B3 (rev. 7/1/2019)

In consideration of the services provided by Contractor described in Exhibit A1 (rev. 9/26/2017), Exhibit A2 (rev. 7/1/2018), and Exhibit A3 (rev. 7/1/2019) and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

County will pay Contractor within thirty (30) calendar days of receipt of a monthly invoice from Contractor itemizing the work completed. Contractor shall submit an invoice indicating the work performed during that billing period. In the event that County staff determines that the invoice is inadequate or fails to provide enough information for County staff to assess Contractor's compliance with the terms and timing of services under this Agreement, the County will return the invoice to Contractor with an explanation and request for missing information. The County shall not be obligated to pay Contractor until Contractor submits a corrected invoice, demonstrating satisfactory compliance with the terms of this Agreement.

In no case shall the total amount payable under the terms of this Exhibit B3 for the work indicated in Exhibits A1 and A2 exceed \$497,188 without prior written consent of County in the form of an amendment to this Agreement.

Further, in no case shall the total amount payable under this Agreement for the work indicated in Exhibits A, A1, A2, and A3 exceed \$597,048 without prior written consent of County in the form of an amendment to this Agreement.